

OWNERSHIP, OPERATION and MAINTENANCE AGREEMENT
Between
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)
And
THE COUNTY OF SAN MATEO
And
THE CITY OF MENLO PARK
For the
SAN MATEO COUNTY SMART CORRIDORS

This Agreement by and between the City/ County Association of Governments of San Mateo County, hereinafter referred to as “C/CAG”, the County of San Mateo, acting by and through its Department of Public Works, hereinafter referred to as “County”, and the City of Menlo Park hereinafter referred to as “CITY,” is for the purpose of outlining and defining the roles, responsibilities, terms, and conditions for the ownership, operation, and maintenance of equipment and components that are incorporated and integrated into the San Mateo County Smart Corridors Project, hereinafter referred to as “Smart Corridors”, “Smart Corridors Project” or “the Project”.

RECITALS

- A. Since 2007, CITY staff have participated in stakeholder workshops and have been working cooperatively to develop the Smart Corridors Project.
- B. This Agreement is intended to identify the overall commitment and responsibilities regarding ownership, operations, and maintenance of the Smart Corridors unique equipment located within the CITY right-of-way during day-to-day operations and during major traffic incidents, as applicable.
- C. The Smart Corridors Project is located along predefined designated arterial routes, parallel and perpendicular to the US 101, including and not limited to SR 82 (El Camino Real) between I-380 and University Avenue in East Palo Alto.
- D. The Smart Corridors Project enables the Project stakeholders to implement traffic management strategies through the deployment of Intelligent Transportation System (ITS) elements along state routes and major local streets.
- E. In addition to CITY, other project stakeholders with access to selective Smart Corridors specific equipments currently include the City of Belmont, City of Burlingame, City of East Palo Alto, City of Millbrae, City of San Carlos, City of San Mateo, City of Redwood City, and City of San Bruno. These stakeholders, who are not signatories to this Agreement, will enter into separate agreements with C/CAG for the maintenance and operation of Smart Corridors specific equipment located within their respective jurisdictional boundaries.

- F. Caltrans District 4, who will have full access to Smart Corridors equipment throughout the Project limits, who is not a signatory to this Agreement, will enter into a separate agreement with C/CAG for the maintenance and operations of the Smart Corridors.
- G. Caltrans will enter into a separate agreement with CITY regarding the detailed operations of the Smart Corridors.
- H. The County will enter into a separate agreement with C/CAG with regard to the construction of portions of the Smart Corridors Project on local arterials (the “C/CAG-County Agreement”).

AGREEMENT

The parties hereto agree as follows:

The new Intelligent Transportation System (ITS) elements to be installed for the Smart Corridors Project, referred to as “New” equipment, include the following equipment and components:

- Directional signs (trailblazers and other)
- Fixed or pan-tilt-zoom (PTZ) closed-circuit television cameras (CCTV)
- Communications (conduit, fiber, copper, wireless, software, and associated equipment)
- Arterial changeable message signs (Arterial Dynamic Message Signs – ADMS)
- Vehicle detection systems
- Center-to-center communications between San Mateo County Hub (SMCHub) and District 4 Traffic Management Center (D4TMC)
- Power supply line and equipment

The following elements, located within CITY right-of-way, are considered existing CITY owned equipment that is being upgraded to meet the operational needs of the Smart Corridors, referred to as “Upgraded” equipment:

- Traffic signal controllers, cabinets, signal interconnect equipment, and signal operating software systems

C/CAG agrees to seek and secure the necessary funding required for maintaining the Smart Corridors “New” equipment located within CITY’s right-of-way.

When a major incident occurs on the US 101 such that capacity is severely reduced, Caltrans will take over operations and control of the Smart Corridor traffic signals and ITS equipment. This duration will be referred to as “during major traffic incidents” in this Agreement. Normal operations, without incidents, will be referred to as “during daily operations” in this Agreement.

“Exhibit A” includes a summary of the Smart Corridors equipment and devices and general agreement as to ownership, maintenance and operations responsibilities.

Caltrans will advertise, award, and administer the construction contract for portions of the Smart Corridor Project located on State right of way. Pursuant to the C/CAG-County Agreement, the County will advertise, award, and administer the construction contract for portions of the Smart Corridors Project located on local arterials. During the term of the C/CAG-County Agreement, the County will own the Smart Corridor equipment added or constructed pursuant to that agreement (the “Newly Constructed Equipment”). As stated below, the County will relinquish all interest it might have in any and of all Newly Constructed Equipment and Smart Corridors equipment to CITY, and other cities, respectively, upon completion of construction. Upon completion of construction and said transfer of interest, County shall have no further obligations, rights or interests in the Newly Constructed Equipment.

Ownership

1. CITY shall continue to own the traffic signal system located within CITY right-of-way, which were “Upgraded” by the Smart Corridor Project.
2. Upon termination of the C/CAG-County Agreement, CITY shall own and accept from the County and/or C/CAG, ownership and all of C/CAG’s and County’s interest in the “New” Smart Corridors equipment, including all Newly Constructed Equipment and which includes directional signs, CCTV cameras, communications (conduit, fiber, equipment), and vehicle detection system, and the electrical costs located within CITY right-of-way.

Operations

1. CITY shall continue to operate the Smart Corridor “upgraded” City-owned traffic signal controllers, traffic signals, and operational software system located within City right-of-way at CITY’s expense, during daily operations.
2. CITY shall have the rights to view full system CCTV camera images, during both daily operations and during incidents. During daily operations cities and Caltrans may control PTZ(s) with priority given to the owning jurisdiction. A framework to establish priority, rules, and defaults will be developed in a separate agreement with Caltrans.
3. CITY shall have access to view full system vehicle detection data, during both daily operations and during incidents. Control of the vehicle detection system will remain with Caltrans.
4. CITY shall have the opportunity of shared control of the directional signs during daily operations under a separate agreement with Caltrans.
5. CITY shall relinquish all control of signals, control of all PTZ cameras, and control of directional signs to Caltrans during incidents. If Caltrans is unable to assume control of these systems due to technical reasons control will remain with the CITY.

6. Additional agreements between CITY and Caltrans and possibly other Cities, may be developed as needed for operating Smart Corridors equipment located in the CITY limits during major traffic incidents.

Maintenance

1. CITY shall maintain the Smart Corridor upgraded CITY-owned traffic signal controllers, traffic signals, signal interconnect equipment, and operational software system located within CITY's right-of-way at CITY's expense.
2. CITY shall assume the associated electrical costs of the Smart Corridor devices located within CITY's right-of-way.
3. Except for communication lines, C/CAG shall maintain the "New" Smart Corridor equipment, including directional signs, CCTV cameras, and vehicle detection system and the ADMS signs located within CITY's right-of-way to the extent that funding is available. Except for communication lines, CITY will not be held responsible for maintenance of this "New" equipment.
4. C/CAG will not pay for graffiti removal on smart corridor equipment. CITY shall be responsible for graffiti removal on devices located within CITY's right-of-way.
5. C/CAG agrees to obtain a maintenance contractor that specializes in ITS equipment. C/CAG or its maintenance contractor will obtain an encroachment permit from the CITY for work within the CITY's right-of-way.
6. C/CAG or its assignee, shall serve as lead agency to administer the maintenance service contract or to oversee administration of the maintenance service contract for its Smart Corridor maintenance responsibility.
7. If CITY is aware of smart corridor equipment damage caused by a third party, CITY will notify and assist C/CAG in pursuing a claim against the offending party.
8. Maintenance activities of the Smart Corridor equipment shall include but are not limited to the following tasks: adopt a performance-based approach, establish a proactive annual maintenance program, perform regular maintenance, repairs, and replacements; assure equipment is functioning properly.

Maintenance programs established for the Smart Corridor equipment shall in no way be a standard of maintenance higher than that required by law.

9. Maintenance service shall be scheduled on an annual basis.
10. For fiber conduits that do not interconnect signals, the City is responsible to protect the communication lines by marking the location of these lines on construction plans and by marking the locations in the field during construction. The City will be responsible to repair any damage to the communication lines caused by City Staff and contractors

working for the City. The City is also required to include the following language in any encroachment permits granted to any third party working in the City's right of way.

"Fiber optic communication lines are present in the City right of way. It is the responsibility of the contractor to protect the integrity of those communication lines during construction. The contractor will be liable for all damages to the communication lines. Through the application and granting of the encroachment permit, the City/ County Association of Governments (C/CAG) is specifically authorized to pursue any claims against the contractor for the cost to repair any damage caused to the fiber optic communication lines."

11. For all fiber conduits not covered by Paragraph 10 above, the City is responsible to protect the communications lines by marking the location of these lines on construction plans and by marking the locations in the field during construction. The City will be responsible to repair any damage to the communication lines caused by City staff, contractors working for the City, or any third party working under an encroachment permit issued by the City.
12. For communication line damage caused by construction activities not under permit, as owner, the City will maintain this facility in a similar manner to that of other City owned utilities. C/CAG will be responsible for repair and maintenance of any malfunction of the communication lines not related to construction and maintenance activities.

Funding for Maintenance Activities

1. C/CAG shall seek to secure the necessary funding required for maintaining the Smart Corridors "New" equipment located within CITY's right-of-way.

This agreement shall be effective as of January 1, 2011 and continue until 2060, unless sooner terminated, or otherwise extended, by the agreement of the parties.

This agreement may be modified only in writing and by mutual consent of both Agencies.

Hold Harmless/ Indemnity

CITY shall indemnify and save harmless C/CAG and County, their agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, error, acts or omissions of CITY, its agents officers or employees related to or resulting from performance, or non-performance under this Agreement.

C/CAG shall indemnify and save harmless CITY and County, their agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, error, acts or omissions of C/CAG, its agents officers or employees related to or resulting from performance, or non-performance under this Agreement.

County shall indemnify and save harmless C/CAG and CITY, their agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, error, acts or omissions of County, its agents officers or employees related to or resulting from performance, or non-performance under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above

AGREED AND EXECUTED BY:

CITY OF MENLO PARK

**CITY/COUNTY ASSOCIATION OF
GOVERNMENTS OF SAN MATEO COUNTY**

By: _____
Name, Title

By: _____
Robert Grassilli, C/CAG Chair

Date: _____

Date: _____

By: _____
Counsel for City of Menlo Park

By: _____
Counsel for C/CAG

Date: _____

Date: _____

**COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS**

By: _____
James C. Porter,
County of San Mateo Director of Public Works

Date: _____

By: _____
Counsel for County of San Mateo

Date: _____